Davidson County DEEDWARR
Recvd: 06/12/08 14:49 2 pgs
Fees:13.00 Taxes:518.00
20080612-0060835

This instrument prepared by:
TrustLand Title & Escrow, LLC.
1720 West End Avenue Suite 400
Nashville, TN 37203

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into on the **6th** day of **June, 2008**, by and between **Marquis Homes, LLC., a Tennessee limited liability company, ("Grantor")**, and **Shannon M Lubbers, an unmarried individual, Sean P Spinks, an unmarried individual, ("Grantee")**,

WITNESSETH: For and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee, its successors and assigns, the following described Real Estate, situated and being in the City of **Hermitage**, County of **Davidson**, State of Tennessee, to wit:

Land in Davidson County, Tennessee being Lot 38 AKA UNIT 306, TULIP COVE TOWNHOMES, a Horizontal Property Regime with Private Elements as shown on Exhibit B to the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20050525-0059119, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Marquis Homes, LLC by Warranty Deed from MS Development date November 13, 2007 as of record in Instrument No. 20071115-0133978, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. Property taxes for the year 2008, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorate share thereof to GRANTEES who will be responsible for payment of said taxes.

2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Lot 37 AKA UNIT 306, TULIP COVE TOWNHOMES, a Horizontal Property Regime with Private Elements as shown on Exhibit B to the Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20050525-0059119.
4. Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20050525-0059119 and Instrument No. 20080103-0000699.
5. Sanitary Sewer Easement of recorded in Book 4123, Page 640.
6. Utility Codes Letter for Detached Structure recorded in Book 10413, Page 841.
7. Boundary Survey recorded at Instrument No. 20050517-0055768.

Parcel ID #: **075-12-O-F-038.00CO**

This is improved property located at: **735 Tulip Grove Rd #306, Hermitage, TN 37076**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee, its successors and assigns in fee simple forever.

Grantor does hereby covenant, warrant and bind itself, its successors and assigns to Grantee, its successors and assigns, that it is lawfully seized in fee simple of the aforedescribed Real Estate; that it has good right to sell and convey the same; that the same is unencumbered and restricted, EXCEPT as set forth herein, and that it, on behalf of itself, its successors and assigns, warrants and shall forever defend the title and quiet possession the title and quiet possession of the Real Estate against the lawful claims of all persons claiming by, through or under Grantor but not otherwise.

Witness our hands on the **6th** day of **June, 2008.**

Marquis Homes, LLC.

By: **John MacCauley, III**
It's: **Division Manager**

State of **Tennessee**

County of **Davidson**

Before me, the undersigned of the State and County mentioned, personally appeared **John MacCauley, III** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **Division Manager** of **Marquis Homes, LLC.,** the within named bargainor, a limited liability company, and that such **John MacCauley, III**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the limited liability company as **Division Manager.**

Witness my hand and seal at office on the **6th** day of **June, 2008.**

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 21, 2009

Notary Public

My Commission Expires: _____

State of **Tennessee**

County of **Davidson**

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$140,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn before me this **6th** day of **June, 2008.**

C.M. CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAR. 21, 2009

Notary Public

My Commission Expires: _____

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Owner's Name: **Shannon M Lubbers and Sean P Spinks**

and Address: **735 Tulip Grove Rd #306, Hermitage, Tennessee 37076**

Mail tax bills to, (Person or Agency responsible for payment of taxes):
WR Starkey Mortgage, L.L.P.
5055 W. Park Blvd, Ste 300
Plano, TX. 75093